

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Good Enterprises, Ltd.		09/27/2013	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Susquehanna Bank
Street Address:	1570 Manheim Pike, PO Box 3300
City:	Lancaster
State/Country:	PENNSYLVANIA
Postal Code:	17604
Entity Type:	CORPORATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4226663	THE GOOD SCOOP
Registration Number:	4068447	THE GOOD COOKING STORE
Registration Number:	2736633	FIX-IT AND FORGET-IT
Registration Number:	2704017	GOOD BOOKS
Registration Number:	3165807	FIX-IT AND ENJOY-IT!

**CORRESPONDENCE DATA**

Fax Number: 7172914660  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 717-399-1503  
 Email: ipdocket@barley.com  
 Correspondent Name: Scott F. Landis  
 Address Line 1: 126 East King Street  
 Address Line 4: Lancaster, PENNSYLVANIA 17602-2893

ATTORNEY DOCKET NUMBER:	10236-180
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CH \$140.00 4226663

NAME OF SUBMITTER:	Scott F. Landis
Signature:	/scott f. landis/
Date:	11/01/2013
<b>Total Attachments: 7</b> source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page1.tif source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page2.tif source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page3.tif source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page4.tif source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page5.tif source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page6.tif source=Executed Trademark Collateral Assignment and Security Agreement - Susquehanna_Good Enterprises (2)#page7.tif	

## **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made on September 27, 2013, effective as of September 27, 2013, by and between GOOD ENTERPRISES, LTD., a Pennsylvania corporation, having its principal place of business at 3518 Old Philadelphia Pike, P.O. Box 419, Intercourse, Pennsylvania 17534-0419 ("Assignor"), and SUSQUEHANNA BANK, a Pennsylvania banking corporation, having an office located at 1570 Manheim Pike, P.O. Box 3300, Lancaster, Pennsylvania 17604 ("Lender").

### **Background**

Assignor has executed and delivered to the Lender that certain Forbearance Agreement dated September 27, 2013 (as the same may be amended, restated, extended and renewed, the "Forbearance Agreement"), obligating Assignor in an aggregate principal amount up to Six Million One Hundred Forty-Nine Thousand Seven Hundred One and 30/100 Dollars (\$6,149,701.30). In addition, pursuant to the Forbearance Agreement, Assignor has executed and delivered to Lender certain security agreements, financing statements and other documents in connection with the Forbearance Agreement (all such agreements and documents, hereinafter individually and collectively, as amended from time to time, the "Related Documentation"). In order to secure its obligations to Lender pursuant to the Forbearance Agreement and the Related Documentation, Assignor has agreed to enter into this Agreement granting Lender certain rights and interests in the Trademarks (as defined below).

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Assignor to Lender (the "Obligations"), including, but not limited to, all sums owing to Lender pursuant to the Forbearance Agreement and Related Documentation, Assignor hereby grants, assigns and conveys to Lender a first lien on the entire right, title and interest in and to the trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates. This Agreement shall constitute a security agreement and the grant of a security interest in the Trademarks under the terms of the applicable Uniform Commercial Code.

2. Assignor covenants and warrants that:

a. The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

- b. Each of the Trademarks is valid and enforceable;
- c. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- d. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, and covenants by Assignor not to sue third persons;
- e. Assignor has the unqualified right to enter into this Agreement and perform its terms;
- f. Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- g. Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products used or sold under the Trademarks.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld by Lender.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks of Assignor, the provisions of Paragraph 1 above shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks covered by Paragraphs 1 and 3 hereof.

6. Unless and until there shall have occurred an Event of Default (as defined in the Forbearance Agreement and/or Related Documentation), Lender hereby consents to Assignor's use of the Trademarks by Assignor on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, the Trademarks without the prior written consent of Lender; provided, Assignor may enter into license agreements necessary to produce, manufacture and distribute the products sold with the Trademarks in accordance with past practices of Assignor, without further consent of the Lender.

7. If any Event of Default shall have occurred, Assignor's license under the Trademarks, as set forth in Paragraph 6 above, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of

which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Written notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor such instruments as may be necessary or proper to re-vest in Assignor full clear title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Lender in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on written demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Forbearance Agreement.

10. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademarks without the consent of the Lender, which consent shall not be unreasonably withheld.

11. Prior to the occurrence of an Event of Default, Assignor shall have the right to bring or defend any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks.

12. In the event of the occurrence of an Event of Default under the Forbearance Agreement and/or Related Documentation, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive

discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the duration of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder after written notice of such failure and the inaction by Assignor for thirty (30) days following receipt of such notice, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Forbearance Agreement and/or Related Documentation shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Forbearance Agreement and/or Related Documentation, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The Background provisions set forth hereinabove are incorporated herein.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 above.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

WITNESS the execution hereof, under seal, as of the day and year first above written.

**ASSIGNOR:**

GOOD ENTERPRISES, LTD.

By: I. Merle Good, Pres.  
I. Merle Good, President

By: Phyllis P. Good, VP/Secy.  
Phyllis P. Good, Vice  
President/Secretary

**LENDER:**

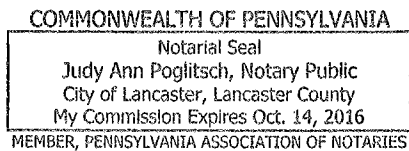
SUSQUEHANNA BANK

By: Brian Braungard  
Brian Braungard, Assistant Vice  
President

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Lancaster :

On this, the 27th day of September, 2013, before me, the undersigned officer, personally appeared I. Merle Good, who acknowledged himself to be the President of GOOD ENTERPRISES, LTD, a Pennsylvania corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.



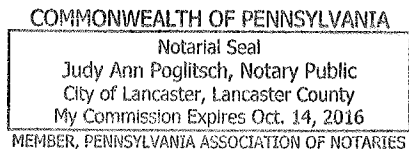
Judy Ann Poglitsch  
Notary Public  
My commission expires:

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Lancaster :

On this, the 27th day of September, 2013, before me, the undersigned officer, personally appeared Phyllis P. Good, who acknowledged herself to be the Vice President/Secretary of GOOD ENTERPRISES, LTD, a Pennsylvania corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Judy Ann Poglitsch  
Notary Public  
My commission expires:





**SCHEDULE A**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Name</b>
85295343	4226663	The Good Scoop
85156030	4068447	The Good Cooking Store
76975580	2736633	Fix-It and Forget-It
76350373	2704017	Good Books
76978174	3165807	Fix-It and Enjoy-It!